

Sept. 30, 1899.

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VOL. XLIII., No. 48.

**The Solicitors' Journal and Reporter.**

LONDON, SEPTEMBER 30, 1899.

\* \* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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**CURRENT TOPICS.**

ON AND AFTER Sunday next, the 1st of October, registration of title to land will become compulsory on sale in the whole of the County of London (not including the City of London) north of the centre line of the River Thames, except North Woolwich. Why Sunday should have been specified as the period for commencement of compulsion is a mystery; possibly it may have been desired to shut out the day of rest from the unholy activity which it was supposed (and as this week has shewn, with good reason) would be displayed in completing conveyances of property within the new area before compulsion came into effect.

WE PRINT elsewhere a memorandum issued by the Land Registry drawing attention to the approaching extension of the area subject to compulsory registration of title, and containing directions as to the procedure on registration. It will be observed that the procedure contemplated by the memorandum is for "the applicant or his solicitor to attend at the registry," and as the memorandum is no doubt intended to be circulated largely among the public, the object is apparently to discourage the employment of solicitors. It is stated that upwards of 1,400 registrations have taken place since the commencement of the present year in the parishes subject to compulsion.

THERE DOES not, at present, seem to be anything to indicate the probability of an early appointment of the additional judge of the Chancery Division. We are now little more than three weeks from the commencement of the Michaelmas sittings, but we understand that, up to Wednesday last, no directions had been received by the authorities at the Royal Courts with reference to the provision of a court for his sittings. There has been a rumour that the old Appeal Court at Lincoln's-inn would be used, and that building is being swept and garnished in view of the possibility of its being required for that purpose; but we believe that no intimation has been received on the subject. It is understood that in case of emergency one of the present courts in the Royal Courts might be temporarily assigned to the new judge, but it would take many months to construct a new permanent court.

SERIOUS INCONVENIENCE is likely to be caused by the action of the authorities at Somerset House with reference to the question whether a purchaser of real or leasehold estate under a trust for sale or a power of sale, or from a tenant for life under the powers of the Settled Land Acts, or from a real representative under the powers of the Land Transfer Act, 1897, is bound to see to the payment of estate duty. Up to a recent date we believe that the authorities, in reply to letters addressed to them by solicitors, stated that the claim for the duty attached to the proceeds of sale and that it did not concern the purchaser to see that it was satisfied. A very large number of transactions have been completed on this footing, and latterly it had become hopeless to insist on a requisition on such a purchase for production of the certificate or other evidence of payment of estate duty. The

reply to the requisition was that the purchaser was not concerned to see to the matter, and that the Inland Revenue authorities admitted this to be the case. As will be seen from a correspondence which we print elsewhere, and also from communications received by other solicitors from the authorities, which we have had an opportunity of perusing, Somerset House has suddenly changed its mind on the question, and now holds that estate duty is, by virtue of section 9 (1) of the Finance Act, 1894, under the above-mentioned circumstances, a specific charge on the property; or, according to a letter from the office which we have seen, "the better opinion appears to be that the charge does not shift, and that the purchaser is concerned to inquire as to the satisfaction of the claim" [for estate duty]. If this "reconsidered" view is correct, the position of purchasers who have completed without proof of the payment of estate duty, on the strength of the opinions expressed by the Inland Revenue Office, will be seriously affected, and in common fairness a retrospective legislative provision should be passed as soon as possible definitely settling the matter, and giving protection against liability to estate duty in the case of purchases of the description above mentioned.

THE DECISION of STIRLING, J., in *Charnock v. Court* (47 W. R. 633) supplements the consideration which has already been given in *Lyons v. Wilkins* (45 W. R. 19; 47 W. R. 291) to section 7 of the Conspiracy and Protection of Property Act, 1875. The section prescribes certain penalties in case any person, with a view to bring compulsion to bear upon any other person, "watches or besets the house or other place where such other person resides, or works, or carries on business, or happens to be"; with a proviso excluding the case where there is an attendance simply for the purpose of communicating information. *Prima facie* the person whose conduct is to be influenced by compulsion, and the person to whom the watching or besetting applies, should be the same, but in the second case of *Lyons v. Wilkins* it was held that this was not the effect of the section, and that besetting a workman in order to compel a master was within the mischief aimed at. This, of course, greatly extends the operation of the section, and enables it to be used in cases where only persuasion is used as regards the workman, although the result is intended to be compulsion as regards the master. In *Charnock v. Court* there had been a strike of carpenters at Halifax. To replace the men on strike the masters arranged for fresh workmen to come over from Belfast. Some of these were met at Fleetwood by the agents of the strikers, and upon having their expenses paid, and upon a promise of work elsewhere, they decided not to fulfil their engagement at Halifax. It was objected in the action that there was here no watching or besetting within section 7, but the words of that section are very wide. It is enough that there is a besetting where the workman "happens to be," and a port or a railway station will serve as well as a house. Moreover, it is not necessary that there should be an attendance for any prolonged period. STIRLING, J., held, accordingly, that the section had been violated, and he granted an injunction.

ACCORDING to the decision of STIRLING, J., in *Re Lacy* (47 W. R. 664) an executor is not made by the Executors Act, 1830 (11 Geo. 4, c. 40), an express trustee of undisposed-of residue for the next-of-kin, and he is not deprived of the benefit of the Statute of Limitations in respect of such residue. Prior to 1830 an executor was allowed to retain for his own benefit the residue when undisposed of, unless the testator had intimated an intention to the contrary; but by the Act of 1830 the law in this respect was altered, and it was declared that where a testator appointed an executor, such executor should be deemed by courts of equity to be a trustee for the next-of-kin in respect of any residue not expressly disposed of, unless it should appear by the will that the executor was intended to take the residue beneficially. *Prima facie* it would seem that a statutory creation of a trust under such circumstances would constitute an express trust as that term is technically used. In *Petre v. Petre* (1 Drew. 371) it

was defined as a trust expressly declared by a deed or a will or some other written instrument, as distinguished from a trust to be made out by construction. In *Sands v. Thompson* (22 Ch. D. 614) FRY, J., corrected this statement so as to make it include parol trusts. "My notion of an express trust," he said, "is that it is a trust which has been expressed either in writing or by word of mouth, and that it does not include a trust which arises from the acts of the parties. The term does not apply, in my judgment, to a resulting trust, to an implied trust, or to a constructive trust." In spite of this distinction, however, the term has been applied to the resulting trust which arises in favour of the heir-at-law of a testator where there has been a devise in trust, but the object of the trust fails: *Salter v. Cavanagh* (1 Dr. & Wal. 668), *Patrick v. Simpson* (24 Q. B. D. 128). But while a trust created by statute would no doubt ordinarily stand on the same footing as a trust created by a written instrument and be express, yet in the case of the trust created by the Executors Act there is the special consideration that it replaces the constructive trust which in certain cases was raised against executors by courts of equity prior to the statute. To this consideration STIRLING, J., gave effect, holding that the trust under the statute was not intended to be superior in its nature to the former constructive trust. Hence it is not an express trust so as to exclude the executor from the benefit of the Statute of Limitations.

IN CASES where a landlord is unable to recover rent due, and the tenant refuses to leave the premises, the landlord's only possible course is to have the tenant evicted, by force if necessary, under due process of law. As a rule it is only in small tenancies that it is found unavoidable to use force, but in such cases some degree of force has very frequently to be used. Then the bailiff or constable has to turn the furniture out of the house, and "out of the house" generally means the street. What is to happen, however, if the evicted tenant refuses or neglects to remove the furniture? The furniture probably causes an obstruction in the street, but the evicted tenant did not place the articles in the street, and the bailiff was acting under the order of a court of justice. Now, section 6 of the Traffic Regulation (Metropolis) Act, 1867, provides that no goods or other articles shall be allowed to rest on any footway or other part of a street in the metropolis for a longer time than is necessary for loading or unloading the same, and any person offending against this enactment is liable to a penalty of forty shillings. The question has been raised who is liable under this section where furniture obstructs a pavement under the circumstances above referred to? Both the police courts and the county courts have jurisdiction to grant process of ejectment in these cases, and recently the bailiff of a metropolitan county court was fined by a police magistrate under the above-mentioned section in respect of certain furniture which the bailiff had put into the street, and which had not been removed. The magistrate was probably right in law, for a person who places articles in the street and neglects to remove them seems clearly to come within the words of the Act. If, however, the owner knows that his goods are lying on the pavement, and, nevertheless, neglects to remove them, he also may, it is submitted, be convicted for "allowing" the goods to remain in the street. A few days ago the matter was again raised in the same police-court in an almost ludicrous manner. In this case the defaulting tenant was evicted by order of the police magistrate, and in obedience to this order the furniture was turned out of the house. Of course the order did not authorize the constable to place the furniture in the street, but it does not appear what else he could have done with it. Anyhow, it was allowed to lie in the street, and application was made to the magistrate as to the obstruction, and it was suggested that he should issue a summons against his own officer for carrying out his own order in the only way in which it could be carried out. The magistrate refused to do this without further consideration, and, no doubt, the position is both absurd and difficult. It was bad enough for the magistrate to fine the county court officer for obeying the order of that court, but to fine his own officer for obeying his own order would be to reduce his court to the level of a comic opera court. The difficulty,

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however, may be very easily got over by a little arrangement between the vestries and the courts of justice. In at least one metropolitan parish furniture under such circumstances, if not removed within two hours, is taken to the stone yard. In other parishes, however, the local authorities refuse to interfere or to assist the officers of the county or police courts. Some legislation on the subject seems to be desirable, for it is not creditable to the law for an officer of a court of justice to be punished for obeying the order of that court.

AN INTERESTING discussion of the rule expressed in the maxim "*falsa demonstratio non nocet*" is to be found in the judgments of the Court of Appeal in the recent case of *Cowen v. Truefitt* (47 W. R. 661). According to the ancient statement of the rule, "whenever there is in the first place a sufficient certainty and demonstration, and afterwards an accumulative description, and it fails in point of accuracy, it will be rejected" (Shep. Touchst., p. 247); or, as it was put by ALDERSON, B., in *Morrell v. Fisher* (4 Ex., p. 604), "if there be an adequate and sufficient description, with convenient certainty of what was meant to pass, a subsequent erroneous addition will not vitiate it." It must not be inferred, however, that the part of the description which is to be rejected must necessarily follow the part which is retained. Such a version of the rule was emphatically denied in *Cowen v. Truefitt*, and is inconsistent with the *dictum* of Lord SELBORNE, C., in *Hardwick v. Hardwick* (L. R. 16 Eq. 168): "If the words of description do not fit with accuracy, and if there must be some modification of some part of them in order to place a sensible construction on the will, then the whole thing must be looked at fairly in order to see what are the leading words of description, and what is the subordinate matter." And in the present case LINDLEY, M.R., said, that to limit the doctrine by confining it to the rejection of the last words of a description would deprive it of half its merit. "It is," he observed, "a rule of good sense. If the language is clear, but does not fit because of some words which have been inserted, if you can reject the part that makes it inapplicable, you do reject it." It is essential, however, that the words as they stand should not apply to any particular property. "Where there is property," said ERLE, C.J., in *Webber v. Stanley* (16 C. B. N. S. p. 752), "in respect of which all the parts of the description are found to be true, so that the property exactly fits the description, the whole of that property and nothing more passes." In other language, the doctrine in question cannot be used to get rid of words which simply limit a description certain in itself; the words which are rejected must not merely restrict, but must be inconsistent with or must nullify the rest of the description. The principle was expressed shortly by LINDLEY, M.R., in *Cowen v. Truefitt* in the words: "The characteristic of cases within the rule is that the description so far as it is false applies to no subject at all, and so far as it is true applies to one only." In that case, however, the words as they stood had no meaning at all. A lease of rooms in houses Nos. 13 and 14 purported to give the use of the staircase in No. 13, when, in fact, there was no staircase, but only a lift in No. 13, the staircase being in No. 14. It was held by the Court of Appeal that nothing was to be gained by rejecting "No. 13," the case being really one for rectification of the lease, and not for the application of the doctrine of *falsa demonstratio*. The lease accordingly was rectified in accordance with the intention of the parties, so as to give the lessee the use of the staircase in No. 14.

#### ASSURANCES OF REGISTERED LAND.

##### III.

###### ASSURANCES OF THE THIRD CLASS.

ASSURANCES of this nature, commonly called unregistered assurances, may be made either by the registered proprietor or by any other person having a sufficient interest in the land. They do not confer on any person the right to be registered; they have no statutory efficacy; they have exactly the same effect that they would have had if the land had not been registered, except that, as will be explained hereafter, they do not prevent the registered proprietor from dealing with the land by registered

assurance, or from creating a lien on the land by the deposit of the land certificate, and that the rights of a person claiming under them are liable to be displaced by an assurance of the first class—i.e., by an assurance made by the registered proprietor and perfected by registration; and may possibly be displaced by an assurance of the second class—i.e., by an assurance made by a person who is not the registered proprietor, but which is perfected by registration. It follows that a person who intends to take an unregistered assurance must investigate the title of the person who intends to convey to him. It will not be safe for him merely to ascertain who is the registered proprietor, as the latter may for some reason be unable to make a good title to a person taking from him under an unregistered assurance.

*Maintenance of the Estate of the Registered Proprietor.*—The Land Transfer Act, 1875, s. 49, provides that—

"Subject to the maintenance of the estate and right of [the registered] proprietor, any person, whether the registered proprietor or not of any registered land, having a sufficient estate or interest in such land, may create estates, rights, interests and equities in the same manner as he might do if the land were not registered."

A subsequent part of the section extends these provisions to registered charges.

The words "subject to the maintenance of the estate, and right of the registered proprietor" give rise to much difficulty. It has been argued that by "estate" is meant "legal estate," but this is manifestly erroneous, for it will be remembered that the registered proprietor, even if his title is absolute, does not necessarily take the legal estate, as it may be outstanding in a mortgagee whose mortgage was registered as an incumbrance on first registration. Also, it can hardly be supposed that it is intended to render it impossible to create a legal term or a legal settlement, each of which is necessarily effected by an unregistered assurance; yet this will be the case if a legal estate vested in a registered proprietor is not to be dealt with by an unregistered assurance.

There is another meaning that the word "estate" may possibly bear. It will be remembered that the first registered proprietor, and every person who is registered as proprietor on a transfer from a registered proprietor, acquires a statutory fee simple, either legal or equitable, subject only to certain estates depending on the nature of the title with which he is registered. It may therefore be argued that the meaning of the section is that this statutory estate is not to be taken away by an unregistered assurance.

It may happen that the unregistered assurance will not deal with the estate of the registered proprietor, but in most cases, whether the assurance is made by the registered proprietor or by any other person, the estate of the registered proprietor, whether statutory or not, will be affected by it, and if this is the case it is difficult to see how his estate can be "maintained."

The statutory rights which belong to the registered proprietor, as such, appear to be (1) to transfer or charge the land by registered assurance, and (2) to create a lien on the land by the deposit of the land certificate.

Having regard to the difficulty of "maintaining" the "estate" of the registered proprietor in cases where the unregistered assurance takes effect out of his estate, and to the fact that there is no difficulty in supposing that the statutory rights remain vested in him, and are capable of being exercised after the execution of an unregistered assurance, probably the correct manner of construing the section is to omit the word "estate" for repugnancy. If this view be correct, the meaning of the section, so far as we have considered it, is merely that the execution of an unregistered assurance cannot prevent the registered proprietor from exercising his statutory rights.

*Protection of Unregistered Assurances.*—We have now to consider how a person claiming under an unregistered assurance can protect himself against the exercise by the registered proprietor of his statutory rights. The section provides that—

"Any person entitled to, or interested in, any unregistered estates, rights, interests, or equities in registered land, may protect the same from being impaired by any act of the registered proprietor by entering on the register such notices, cautions, inhibitions, or other restrictions as are in this Act in that behalf mentioned."

*Notices.*—The "notice" referred to in the section just discussed is notice of a lease, or agreement for a lease. This notice can, in certain cases, be entered on the register in the

manner stated in rule 166: see Land Transfer Act, 1875, ss. 50 and 51. The effect of the entry of notice of a lease, or agreement for a lease, is somewhat strange. "Every registered proprietor of the land, and every person deriving title through him, excepting proprietors of incumbrances registered prior to the registration of the notice, shall be deemed to be affected with notice of such lease or agreement as being an incumbrance on the land in respect of which the notice is entered." For all practical purposes the protection to the lessee appears to be sufficient, as probably the proprietors of incumbrances only fall within the exception where their incumbrances necessarily have priority over the lease. It will, however, not be safe to act on this opinion until a decision on the point has been obtained.

An example may render our meaning more clear. According to the Conveyancing Act, 1881, s. 18(1), a mortgagor of land while in possession has against every incumbrancer power to make leases of certain classes, and the question arises, does a registered notice of a lease affect a person who was registered as proprietor of a charge at the date when notice of the lease was registered? If the lease is made in compliance with the provisions of the Conveyancing Act, the matter is not of much importance, if any, as the lease has priority over the charge, not by virtue of the notice, but by virtue of the provisions of the Conveyancing Act. On the other hand, if the lease does not comply with the provisions of the Conveyancing Act, whether notice is entered or not, it will not have priority over the charge. The importance of entering up notice will appear if a charge is registered after the date of the lease; in this case, whatever be the nature of the lease, it will or will not have priority over the charge, according as the notice of the lease is or is not entered before the registration of the charge.

Again, if the lease is really a mortgage, its priority among registered assurances and assurances protected by entries on the register appears to depend entirely on the date of the entry of the notice.

*Notice of Deposit of Land Certificate or Certificate of Charge.*—The Land Transfer Rules, 200, provides for the entry on the register of notice of the deposit of the land certificate or certificate of charge, on the application of any person with whom it has been deposited as security for money.

*Miscellaneous Notices.*—Notices of estates in dower or by the curtesy may be entered on the register. The effect of the entry is to make the estate an incumbrance on the register: see Land Transfer Act, 1875, s. 52. It is the duty of the registrar on every application to register land with an absolute title, or to register a transmission of land, to inquire as to succession duty and estate duty; and if there is any liability to such duty as would affect a purchaser from the registered proprietor, to enter notice of the liability on the register: see Land Transfer Act, 1897, s. 13; Land Transfer Rules, r. 171 *et seq.*

*Cautions against Registered Dealings.*—The Land Transfer Act, 1875, s. 53, provides that—

"Any person interested under any unregistered instrument . . . or otherwise howsoever in any land or charge registered in the name of any other person may lodge a caution with the registrar to the effect that no dealing with such land or charge be had on the part of the registered proprietor until notice has been served upon the cautioner."

Section 54, as varied by the Land Transfer Rules, r. 190, provides that—

"After any such caution has been lodged in respect of any land or charge, the registrar shall not, without the consent of the cautioner, register any dealing with such land or charge until he has served notice on the cautioner warning him that his caution will cease to have any effect after the expiration of the prescribed number of days" (now fourteen days, or such other period, not being less than seven days, as the registrar may under special circumstances direct).

Where a cautioner is warned, he must inquire into the nature of the proposed dealing, and if it is one to which he has a right to object, he must apply to the court or to the registrar for an inhibition, or to the court for an injunction against the proposed dealing.

*Inhibitions.*—An inhibition is an entry on the register, in the nature of an injunction, made under an order of the court or the registrar on the application of any person interested in registered land or a registered charge, inhibiting for a time, or until the occurrence of an event to be named therein, or until further order, any entry dealing with the registered land or charge: see

Land Transfer Act, 1875, s. 57; Land Transfer Rules, rr. 194 and 195.

*Restrictions.*—The registrar may, on the application of the registered proprietor of land or a charge, note upon the register that no transfer shall be made or charge created—

(1) unless notice of any application for a transfer or for the creation of a charge is transmitted by post to an address specified on the register;

(2) unless the consent of some named person is given to the transfer or creation of the charge; or

(3) unless some such other matter or thing is done as may be required by the applicant and approved by the registrar: see Land Transfer Act, 1875, s. 58; Land Transfer Rules, r. 196.

*Cautions, &c., Compared.*—A caution can be lodged without the consent of any person; an inhibition can only be entered after hearing the objections, if any, that the registered proprietor has to its being put on; and a restriction can only be entered on the application of the registered proprietor.

*Effect of Cautions, &c., on Unregistered Assurances.*—As the object of cautions, inhibitions, or restrictions is to protect unregistered assurances, it may be argued that they cannot injuriously affect an unregistered assurance; or, in other words, that a person about to take under an unregistered assurance is not bound to inquire whether any caution, inhibition, or restriction exists, or, if he is aware of its existence, to inquire with what object the entry was made. But this view is incorrect. No doubt the general rule is that mere entry in a register is not, apart from the effect that may be given to it by statute, notice to a person who does not search. But considering that the title of a person taking under an unregistered assurance depends upon that of the person who conveys to him, and that an entry of a caution, inhibition, or restriction may be made in order to protect a legal right which can be enforced independently of notice, it is necessary to search the register for the purpose of discovering rights of this nature, and it will be necessary, if any such entry be found, to inquire into the nature of the right which is intended to be protected, and, if necessary, to require the concurrence of persons claiming such rights. It will not be safe, for example, merely to warn a cautioner. The statutory effect produced by warning the cautioner only takes effect where the warning is made in contemplation of a registered assurance.

*Title to be Investigated.*—There is a broad distinction, which cannot be too strongly insisted upon, between taking by a registered and an unregistered assurance. In the former case the purchaser need only look at the register, except in the case of land registered with possessory title, in which case he must investigate the title prior to first registration, and except where, in the case of land registered with absolute or qualified title, some interest is excepted from the effect of registration. In the latter case—i.e., where the transaction is to be carried out by unregistered assurance—an inspection of the register is not conclusive, even if a person is registered as proprietor with absolute title free from incumbrances, for it may turn out that the transfer under which he was registered was made by virtue of a title paramount to that of the registered proprietor, in which case, as we have already said, the transferee takes no statutory estate, although he can exercise the statutory rights of a registered proprietor; or that the transfer under which he took was voluntary, in which case the transferee took subject to the existing equities; or that, even if the transfer was for value, that the transferee holds the land on trusts of which, under the circumstances, the intending purchaser will be deemed to have notice. It appears to follow that, even where the registered title is absolute and is free from incumbrances, the investigation of title must be carried back till we reach a transfer made by a registered proprietor for value; and in all cases the title of interests excepted from registration must also be examined.

(To be continued.)

On Wednesday General Harrison concluded his speech for Venezuela before the arbitrators at Paris. His speech has covered practically five full days, and with its close the oral argument ends. This has lasted for fifty-five days, of which about thirty-two have been occupied by the Venezuelan counsel, and twenty-three by the British counsel.

## CORRESPONDENCE.

## LIABILITY FOR ESTATE DUTY ON SALES UNDER A TRUST FOR SALE OR POWER OF SALE.

We are enabled to publish, for the information of our readers, the following correspondence:—

27th June, 1899.

Dear Sir,—We shall be glad if you will inform us whether or not, in a case of a death since the Land Transfer Act came into operation, and where a purchase of real estate is being made from the executors as such, the purchaser is concerned to see whether or not the full amount of estate duty has been paid. We shall be glad to hear from you at your early convenience.—Yours faithfully,

— & —

The Controller, Legacy and Succession Duty Office,  
Somerset House, London.

Somerset House, London, W.C.,  
3rd July, 1899.

Gentlemen,—With reference to your letter of the 27th ultimo, I write to say that a purchaser is concerned to see that the estate duty is paid under the circumstances to which you allude.

The duty is by section 9 (1) of the Finance Act, 1894, a specific charge upon the property. The Land Transfer Act, 1897, has not affected this; see section 5.—I am, gentlemen, your obedient servant,

ROBT. J. WALLACE, Assistant Controller.

Messrs. — & —.

4th July, 1899.

Dear Sir,—We are in receipt of your letter of the 3rd inst., for which we are obliged. You wrote us some time ago informing us that where there was a trust for sale the purchaser was not bound to inquire whether or not duty was paid, and we were under the impression that that would apply to an executor selling real estate.—Yours faithfully,

The Controller, Legacy and Succession Duty Office,  
Somerset House, London.

Somerset House, London, W.C.,  
8th July, 1899.

Gentlemen,—In reply to your letter of the 4th inst., I have to say that the question whether the charge for estate duty does or does not shift to the proceeds of sale when the property is sold subsequent to the delivery of the Inland Revenue affidavit by an executor or trustees under a power or direction to sell has recently been reconsidered, and the better opinion appears to be that it does not shift. Section 9 (1) of the Finance Act, 1894, makes the duty a charge on the property, and the Act contains no provision for transferring the charge to the proceeds of the sale. If the property were contracted to be sold before the time when the duty becomes due (section 6 (7) of the Finance Act, 1894) it may be that the charge would shift.—I am, gentlemen, your obedient servant,

ROBT. J. WALLACE, Assistant Controller.

Messrs. — & —.

## NEW ORDERS, &amp;c.

## LAND REGISTRY.

## LAND TRANSFER ACTS, 1875 AND 1897.

## Memorandum as to Registration of Title in the County of London.

1. Purchasers, lessees, and mortgagees of freehold and leasehold land in the County of London north of the Thames are reminded that by virtue of the Order in Council of the 18th of July, 1898, made in pursuance of the 20th section of the Land Transfer Act, 1897, a considerable addition is made on the 1st of October to the area within which the system of land transfer by registration of title is to be effectively established; which area will thenceforth comprise the whole of London north of the Thames, except the City and North Woolwich. South London, North Woolwich, and the City follow at future dates specified in the same Order.

2. The effect of the Order in the area to which it applies is to introduce registration of title on all ordinary sales of freeholds, and on all sales of leaseholds having 40 or more years still to run, or two or more lives still to fall in, and on grants of leases or underleases for long periods. A lease and a revermory lease will be deemed in most cases (see rule 56) to create one continuous term. Registration does not apply to a lease created for mortgage purposes, or containing an absolute prohibition against alienation. See, as to freeholds, section 20 of the Act of 1897, and as to leaseholds, section 11 of the Act of 1875 as amended by Schedule I. of the Act of 1897, section 22 (6) (g) of the Act of 1897, and rules 56 and 58 to 60.

3. The mode of registration prescribed by the Act is registration with a "possessory title," which is effected on *prima facie* evidence only, and does not involve any official investigation. The *prima facie* evidence required for a possessory title is either

- (1) a conveyance or assignment on sale, or a lease to the applicant; or
- (2) a statutory declaration by the applicant or his solicitor to the effect that the former is entitled, accompanied by the latest document of title in the applicant's possession.

The first of these alternatives is the simplest, and is most usually adopted.

4. In the parishes in which the order has been already in operation upwards of 1,400 registrations have taken place since the beginning of the year, embracing a great variety of freehold and household properties. It has been found in these parishes that where (as is usually the case) the applicant can supply exact particulars of the property to be registered, the land certificate is issued within three or four days of the application being made. Cases in which further particulars are needed usually occupy about a week.

5. The usual procedure is for the applicant or his solicitor to attend at the registry with the deed, and a copy thereof for filing, written on stout paper foolscap size, both sides, with inner margins, and copy of the plan (if any), and certified as correct (rules 254, 254a), shortly after the execution. The land is then identified on the large scale (5ft. to the mile) ordnance map kept at the registry for the purpose, and the draft entries for the register are prepared, and settled with the applicant, in the course of half-an-hour. The land certificate, together with the deed, marked with notice of the registration, are sent to the applicant, or his solicitor, as soon as ready, by registered post. For cases where the purchaser or lessee effects a sub-sale, or grants a sub-lease, or creates a mortgage, before he has had time to apply for the registration of his original purchase or lease, rules 78, 78a, 78b will be found to contain a convenient procedure.

6. The *ad valorem* fee payable on registration is 1s. 6d. for every £25 in value, up to £3 for £1,000, and thence at gradually diminishing rates stated in the fee order of the 27th of October, 1898, to a maximum of £25 for £32,000 and upwards. This includes the plan, the land certificate, and all other incidental expenses.

7. The registration of a purchaser as proprietor of the land under the Land Transfer Acts renders it unnecessary to register a memorial of the purchase deed in the Middlesex Registry: see the Land Registry (Middlesex Deeds) Act, 1891, Schedule I., paragraph 14. Priority dates from the delivery at the Land Registry of the application for registration (rules 19 and 24).

8. Considerable facilities are now afforded by the rules for the registration of absolute titles, cost being ascertainable in all cases before the application begins. The registrar is empowered to accept a good holding title. It is suggested that purchasers of land and their solicitors might usefully consider the question of applying for absolute title at the same time as for the possessory registration. In that case, the possessory registration would be completed provisionally, only postponing the actual issue of the land certificate until the grant of the absolute title. This can usually be done within the two months required for the advertisement. The fee for the possessory title would be payable at once, the amount being allowed for when the absolute title is entered.

9. The business of registration for the County of London is carried on on the ground floor of No. 6, Portugal-street, Lincoln's-inn, which can also be approached through No. 34, Lincoln's-inn-fields. The office is open to the public from 10 to 4 throughout the year, except on Saturdays, when it closes at 2, and on Sundays, Good Friday, Easter Eve, Monday and Tuesday in Easter Week, Monday in Whitsun Week, Christmas Day, and the next following working day, when it is closed altogether.

## LAW SOCIETIES.

## INCORPORATED LAW SOCIETY.

Twenty-sixth annual provincial meeting to be held on Tuesday and Wednesday, the 10th and 11th of October, 1899, at the Town Hall, Dover. Mr. Henry Manisty president.

The following is a list of the papers to be read:

Tuesday, the 10th of October, 1899, at 11 a.m., in the Town Hall, Dover. The proceedings will commence with the President's address, after which the following papers will be read: "Legislation as Affecting Child Life," by W. P. Fullagar, Bolton; "Small Dwellings Acquisition Act, 1899," by M. H. Levinton, London; "On Secret Commissions," by J. W. Reid, London.

Wednesday, the 11th of October, 1899, at 11 a.m., in the Town Hall, Dover: "A Short Account of the Usury Laws," with some observations upon Lord James of Hereford's Money Lending Bill, 1899, by T. Rawle, London; "Lawyers at the Commencement of the 19th Century," by R. L. Devonshire, London; "Legal Education in the Provinces," by F. J. Munby, York; "The Bitter Cry for Law Reform," by J. S. Rubinstein, London; "Suggestions for Reform of the Legal Profession," by J. J. Faulkner, Northampton; "The Desirability of Obtaining Increased Powers of Relief Against Forfeiture of Leases," by H. W. Saw, London.

The president may make any alterations in the order of the papers which he may think convenient.

The following general instructions and memorandum have been issued: Mayor's Reception (Monday, the 9th of October).—Town Hall, 9 p.m. Carriages, 12 p.m. Card of invitation to be given up.

Luncheons (Tuesday and Wednesday, the 10th and 11th of October).—Metropole Hotel, 1.30 p.m. Apply at Inquiry Office before 11.30 a.m. for tickets.

Concert (Tuesday, the 10th of October).—Town Hall, 8 p.m. Carriages, 10 p.m. N.B.—Seats for visitors will be numbered and reserved. Admission will be by ticket only. Tickets will be forwarded in due course after receipt of request, and must be produced at the Town Hall. Tickets should be returned to hon. secs. if not required.

Banquet (Wednesday, the 11th of October).—Town Hall, 7 p.m. Carriages, 10.15 p.m. Dinner ticket to be given up.

Dover Castle will be open Tuesday and Wednesday afternoons. Tickets to be had at Inquiry Office.

Excursions (Thursday, the 12th of October):—(1) Canterbury, for Cathedral, St. Augustine's College and St. Martin's Church. Railway and luncheon tickets to be obtained at the Inquiry Office. (2) Boulogne. Special steamer starts from Admiralty Pier at 9.30, returns from Boulogne at 3 p.m. See details on programme. Tickets may be obtained at Inquiry Office.

Inquiry Office.—Town Hall, side entrance.

Ladies' Room.—Town Hall.

Reading and Writing Rooms.—Town Hall.

Admission to Dover Club.—Members' tickets to be shewn and name entered in Visitors' Book.

Note.—The Honorary Secretaries will wear scarlet rosettes, and the local committee and stewards Kentish grey rosettes.

certificate. Mr. Fordham said that no one could appear in that court unless he was an admitted solicitor practising under a certificate or a barrister. The profession was being encroached upon in other directions, but he did not intend to allow any encroachment in his court. He must therefore request the gentleman to leave the solicitors' table. Mr. Howard thanked the magistrate for upholding the rights of solicitors who had paid the fees which the law demanded.

In the report of the Commissioners of Prisons and the Directors of Convict Prisons for the year ended the 31st of March last, just issued, the commissioners note with satisfaction the very considerable extent to which courts of summary jurisdiction take advantage of the powers conferred upon them by the Probation of First Offenders Act and section 16 of the Summary Jurisdiction Act, the number thus dealt with having risen from 38,862 in 1893 to 45,258 in 1897. The record of punishments for prison offences shews, as in former years, that the great majority of the prisoners conform to the rules and require no prison punishment. There has been a decrease in the number of cases of insanity—from 150 in the previous year to 137. On the other hand, the commissioners point out that there were 78,521 persons sent to prison in 1897 in default of payment of a fine, as against 69,586 to whom no option was given. Of the former, no less than 38,651 were subjected to imprisonment with hard labour. If, they say, in these cases the offence was so serious that it demanded the imposition of hard labour, it would seem to be doubtful whether the option of a fine should have been given. In 39,870 cases the imprisonment was without hard labour. These persons, therefore, but not the others, are liable to the benefit conferred by the Prison Act of last session, which gives power to the court to order any prisoner not sentenced to hard labour to be treated as an offender of the 1st and 2nd Division, thus differentiating them from the ordinary criminal.

## LEGAL NEWS.

### OBITUARY.

Mr. JOHN THOMAS ABDY, formerly County Court Judge of Circuit 38, whose death is announced, was educated at Trinity Hall, Cambridge, of which he was a fellow. He was called to the bar in 1850, and in 1854 he was elected, in succession to the late Sir Henry Maine, Regius Professor of Civil Law in his University. In 1870 he was made Recorder of Bedford, and in 1871 was appointed a county court judge, but resigned that position in 1893. He published "An Historical Sketch of Civil Procedure among the Romans," and an edition of Kent's Commentary on International Law.

The death is announced of Mr. THOMAS SWIFT, barrister, of Liverpool. He had been at his chambers in Harrington-street, Liverpool, in the forenoon and was walking from an omnibus to his residence in Blackburn-place, a distance of 300 or 400 yards, when he was suddenly seized with illness. He was carried into a shop, where he expired almost immediately from syncope. Mr. Swift was originally admitted a solicitor, but gave up his practice in 1881, and was called to the bar in 1882. He joined the Northern Circuit and was very successful as a criminal lawyer and in licensing matters.

### GENERAL.

It is announced that the "Red Mass" service at the Church of St. Anselm and St. Cecilia, in Sardinia-street, Lincoln's-inn-fields, which has for several years past been attended by the Roman Catholic members of the bench, bar, and legal profession on the first day of the Michaelmas law sittings, will take place at that church on the morning of Tuesday, the 24th of October next.

Mr. Justice Day has fixed the following dates for the autumn assizes on the Western Circuit, at which criminal business only will be taken. Bristol will be taken first on this occasion, in order to avoid any possibility of clashing with the visit of Her Majesty to that city in November: Bristol, Wednesday, October 25; Devizes, Wednesday, November 1; Dorchester, Tuesday, November 7; Wells, Friday, November 10; Bodmin, Thursday, November 16; Exeter, Tuesday, November 21; Winchester, Tuesday, November 28.

Dr. Colquhoun pleaded guilty at the Glasgow Sheriff Court on the 26th inst. to embezzling money entrusted to him by clients, and was remitted to the High Court at Edinburgh for sentence. The date of sentence will lie with the judicial authorities at Edinburgh. There were eighteen charges of embezzlement against Dr. Colquhoun, relating to some £50,511. The accused said, "I have agreed to plead guilty." He signed his plea. The proceedings only lasted three minutes, and at the conclusion Dr. Colquhoun was taken back in a cab to the Glasgow prison.

In the City of London Court on Wednesday, the plaintiffs in the case (to which we referred last week) in which Mr. Commissioner Kerr had non-suited them, holding that they could not recover because their hire-purchase agreement was not stamped, asked for a new trial, on the ground that the agreement need not be stamped. The case was of very considerable importance, affecting as it did thousands of similar agreements. They had communicated with the Inland Revenue Commissioners at Somerset House, who had expressed the view that the agreement did not require a stamp. Mr. Commissioner Kerr ordered a new trial.

At the North London police-court on Wednesday, says the *Times*, a gentleman sitting at the solicitors' table, who was conducting the case for the prisoners and who had given his name as Shaw, was asked by the magistrate if he were the Mr. Shaw mentioned in the "Law List" as having been admitted in 1866. The gentleman replied that he was Mr. Shaw's managing clerk. He was admitted, but had not yet taken out his

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

Oct. 5.—MESSRS. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

#### REVERSES:

To £1,986 of a Trust Estate represented by Railway Stock; lady aged 48. Solicitor, E. M. Lazarus, Esq., London.  
To £5,000 out of a Trust Fund; lady aged 65 and gentleman aged 67. Also to One-third of £6,000; lady aged 65. Solicitors, Messrs. Colyer & Colys, London.  
To £500, with interest at 4 per cent.; lady aged 67. Solicitors, Messrs. Cross & Son, London.  
To Two-thirds of Residuary Estate of £2,290 in Consols, India Stock, and Fresh & Old Licensed Property; gentleman aged 61. Solicitors, Messrs. Biggs, Rock, & Co., London.  
One-seventh and One-sixth of One-seventh of a Trust Estate, value £2,000, in Railway Stocks; lady aged 68. Solicitors, Messrs. Hartley & Co., London.  
One-eighth and One-forty-eighth of £17,437 East India Railway Annuities; lady aged 73. Solicitors, Messrs. Hartley & Co., London.  
To One-fourth of a Trust Fund of £2,000 4 per cent. Queensland Bonds, and £1,421 4 per cent. New Zealand Stock; lady aged 67. Solicitors, Messrs. Hartley & Co., London.  
To a Moiety of a Trust Fund of Colonial Stock and Mortgage, value £1,061; gentleman aged 73 and lady aged 73. Solicitors, Messrs. Hartley & Co., London.  
To £975. Colonial Stock and Cash; gentleman, aged 65. Solicitors, Messrs. Hartley & Co., London.

#### POLICIES:

For £2,000, £1,500.  
For £200, £200. Solicitor, G. J. Fowler, Esq., London.  
For £500. Solicitors, Messrs. Hewlett, Birch-Reynardson, & Bucknill, London.  
For £400.

#### SHARES, &c.

(See advertisements, this week, back page.)

**WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.**—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 22 years. Telegrams, "Sanitation."—[ADVT.]

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Sept. 22.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

INVENTIONS TRADING CO., LIMITED.—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their demands or claims, to Keddy, Fletcher, & Co., 9, Fenchurch st., solors for liquidator.

KNOH TONIC BITTERS CO., LIMITED.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Mr. Horse K. Gow, 5, St. Helen's pl., Bishopsgate st., Baker, 5, St. Helen's pl., solor for liquidator.

LONDON AND WESTMINSTER PROPERTIES, LIMITED.—Petition for winding up, presented Sept 21, directed to be heard on Oct 25. Christmas, 42a, Bloomsbury sq., solor for petition. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 21.

NEW TURNER AND WADELEY CYCLE CO., LIMITED.—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts and claims to James Rhodes and Joseph Henry Rice, 109, Colmore row, Birmingham. Shakespeare & Co., Birmingham, solors to liquidators.

ZAVALITA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 31, 1900, to send their names and addresses, and the particulars of their respective debts or claims, to William Williams, Bush lane House, Cannon st.

*London Gazette*.—TUESDAY, Sept. 26.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

CALEDONIAN GOLD MINING CO., LIMITED.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts and claims, to John Frederic Durban, 100, London wall. Dade & Co., London wall, solors for liquidator.

COMPRESSED AIR CARPET CLEANING CO. (LEEDS), LIMITED.—Creditors are required, on or

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KUNKEL,  
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Sept. 30, 1899.

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before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Beever, 92, Albion st, Leeds.

GENERAL REVIEW AND MAGAZINE CO., LIMITED.—Creditors are required, on or before Oct 7, to send their names and addresses, and the particulars of their debts or claims, to Mr. Henry Walter Gallagher, 16, Walbrook. Blackford & Co, 15, Walbrook, solors to liquidator.

DEAL GAS CO., LIMITED.—Creditors are required, on or before Nov 4, to send their names and addresses, and the particulars of their debts or claims, to Thomas Waterworth, 63, Victoria st, Blackburn.

J. D. ROWLEY, LIMITED.—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to James Frederick Edwards.

## BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, Sept. 22.

## RECEIVING ORDERS.

ADAMS, FREDERICK GEORGE WILLIAM, Newman st, Oxford st, Electrical Engineer High Court Pet Aug 21 Ord Sept 18.

ADMITT, GEORGE, Bedford, Blacksmith Bedford Pet Sept 19 Ord Sept 19.

BALL, PERCY FIELDING, Manchester, Oil Merchant Halifax Pet Sept 20 Ord Sept 20.

BARNETT, DAVID ARTHUR, Eccles, Lancs, Painter Salford Pet Sept 18 Ord Sept 18.

BATES, WILLIAM, Leicester, Baker Leicester Pet Sept 20 Ord Sept 20.

BEVAN, JOHN, Bristol, Butcher Bristol Pet Sept 7 Ord Sept 18.

BLACK, ROBERT, Beeston, Notts, Wood Turner Nottingham Pet Sept 20 Ord Sept 20.

BOOK, WILLIAM, Fen ct, Wine Merchant High Court Pet Aug 17 Ord Sept 18.

BOOKES, CHARLES, Kelsall, Chester, Labourer Chester Pet Sept 20 Ord Sept 20.

BURE, JOHN WILLIAM, Pembroke Dock, Clerk Pembroke Dock Pet Sept 19 Ord Sept 19.

COKE, CHARLES ALBERT, Walthamstow, Builder High Court Pet Aug 25 Ord Sept 18.

COKE, WALTER, Walthamstow High Court Pet July 31 Ord Aug 21.

CRAWFORD, JOHN ARTHUR, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Sept 19 Ord Sept 19.

CROCKER, WILLIAM GEORGE, Sheffield, Lime Merchant Sheffield Pet Sept 19 Ord Sept 19.

FRAYNE, JOHN, Merthyr Tydfil, Outfitter Merthyr Tydfil Pet Sept 13 Ord Sept 18.

GARLAND, JACOB, Cardiff Cardiff Pet Sept 19 Ord Sept 19.

GROOME, EDWIN, Swansea, Painter Swansea Pet Sept 18 Ord Sept 18.

HARRISON, JOHN HENRY, Gainsborough, Licensed Victualler Lincoln Pet Sept 18 Ord Sept 18.

HATHAWAY, WILLIAM, Bradford on Avon, Cooper Bath Pet Sept 19 Ord Sept 19.

JONES, JOHN, Ynysybwl, Glam, Clothier Pontypridd Pet Sept 18 Ord Sept 18.

KEMP, COLIN, Headley, nr Liphook, Southampton Builder Guildford Pet Sept 20 Ord Sept 20.

KEE, WALTER RALEIGH, Cooper's ct, Cornhill High Court Pet Aug 25 Ord Sept 13.

KINKELE, WILLIAM, Fulham, Baker High Court Pet Sept 19 Ord Sept 19.

LEBOY, ALPHONSE, Old Compton st, Soho, Restaurant Proprietor High Court Pet Sept 1 Ord Sept 20.

MORELAND, CHARLES GEORGE, Cardiff, Grocer Cardiff Pet Sept 18 Ord Sept 18.

NETTIS, EDWARD, Hartlepool, Bookmaker's Clerk Sunderland Pet Sept 19 Ord Sept 19.

NIGHTINGALE, ELIZA JANE, Manchester, Furniture Dealer Manchester Pet Sept 16 Ord Sept 16.

OPENHEIM, ISRAEL, Clifton, Bristol, Manufacturer's Agent Bristol Pet Sept 19 Ord Sept 19.

PHILLIPS, DANIEL, Swansea Swansea Pet Sept 18 Ord Sept 18.

PROCTOR, THOMAS, Barnesley, Yorks, Draper Barnsley Pet Sept 18 Ord Sept 18.

ROBINSON, WILLIAM, Blackburn, Weaver Blackburn Pet Sept 20 Ord Sept 20.

STACEY, ARTHUR THOMAS, and R H ROBERTS, Penrhynside, nr Llanduan, Brick Manufacturers Bangor Pet Sept 2 Ord Sept 19.

STEVENS, ROBERT, South Shore, Blackpool, Builder Preston Pet Sept 19 Ord Sept 19.

WHITAKER, JOHN, Bradford High Court Pet Sept 19 Ord Sept 19.

WILLIAMS, WILLIAM JAMES, High st, Borough, Licensed Victualler High Court Pet Sept 8 Ord Sept 18.

WILPITT, HESTOR PERCIVAL, Ebbw Vale, Mon, Ironmonger Tredegar Pet Sept 18 Ord Sept 18.

Amended notice substituted for that published in the *London Gazette* of Sept 12:

LANG, JOSEPH, Manchester, Hat Manufacturer Manchester Pet Sept 6 Ord Sept 6.

Amended notice substituted for that published in the *London Gazette* of Sept 19:

HALL, ROBERT CHADWICK, Newton Heath, nr Manchester Insurance Agent Manchester Pet Aug 29 Ord Sept 15.

## FIRST MEETINGS.

ADAMS, FREDERICK GEORGE WILLIAM, Newman st, Oxford st, Electrical Engineer Oct 3 at 12 Bankruptcy bldgs, Carey st.

ARDEN, FRANKLIN, Bagnall, Stafford Sept 29 at 3.30 Off Rec, Newcastle upon Tyne.

BRASSINGTON, JOSEPH HENRY, Stoke upon Trent, Earthenware Manufacturer Sept 29 at 3 Off Rec, Newcastle upon Tyne.

BROOK, WILLIAM, Fen ct, Wine Merchant Oct 2 at 12 Bankruptcy bldgs, Carey st.

BROUGHTON, WEBSTER, Lowtown, Pudsey, Yorks, Builder Sept 29 at 12 Off Rec 22, Park row, Leeds.

COKE, CHARLES ALBERT, Stratford, Builder Oct 3 at 11 Bankruptcy bldgs, Carey st.

COKE, WILLIAM, Walthamstow Sept 29 at 11 Bankruptcy bldgs, Carey st.

DEAL, GEORGE, Longton, Staffs, Engineer Oct 2 at 3 Off Rec, Newcastle under Lyme.

MATARIELAND ADVENTURERS, LIMITED.—Creditors are required, on or before Oct 31, to send in their names and addresses, and the particulars of their debts or claims, to Horace Noel, 17 and 18, Telegraph st.

PINK & GREEN, LIMITED.—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to Bertram B. Moss, 24, Sir Thomas st, Liverpool. Watkins, Liverpool, solor for liquidator.

SUNDERLAND EXHIBITION SYNDICATE, LIMITED.—Creditors are required, on or before Oct 24, to send their names and addresses, and the particulars of their claims, to Henry Hebron Pinkney, 8, Sussex st, Sunderland. McKensie & Hodley, Sunderland, solors to liquidator.

DIX, HENRY, East Molesey, Surrey Sept 29 at 11.30 24, Railway app, London Bridge.

ELMY, EDWARD HENRY, Walthamstow, Licensed Victualler Sept 29 at 12 Bankruptcy bldgs, Carey st.

FRASER, THOMAS GUTHRIE, Charlotte st, Portland pl Oct 2 at 11 Bankruptcy bldgs, Carey st.

GILNETT, GEORGE, Hugglescote, Leicesters Quarry Manager Oct 3 at 2 Midland Hotel, Station st, Burton on Trent.

GRAHAM, CHARLES WALTER, Dulwich rd, Herne Hill, Provision Dealer Sept 29 at 12 Bankruptcy bldgs, Carey st.

GREEN, THOMAS HENRY, Kingston upon Hull, Painter Sept 29 at 11 Off Rec, Trinity House In, Hull.

HARVEY, EDGAR ASHWORTH, Suffolk House, Laurence Pountney hill, Chartered Accountant Oct 2 at 12 Bankruptcy bldgs, Carey st.

HIBBERT, WILLIAM COTTSILL, Manchester, Joiner Sept 29 at 2.30 Off Rec, Bromst rd, Manchester.

JACKES, WILLIAM EDGAR, New Cross rd, Corn Daleser Sept 29 at 11 Bankruptcy bldgs, Carey st.

KEE, WALTER RALEIGH, Cooper's ct, Cornhill, Agent Oct 4 at 12 Bankruptcy bldgs, Carey st.

KUNKEL, WILLIAM, Fulham, Baker Oct 2 at 11 Bankruptcy bldgs, Carey st.

LANG, JOSEPH, Manchester, Hat Manufacturer Sept 29 at 3 Off Rec, Byron st, Manchester.

LEE, ALFRED, Killary, Durham, Innkeeper Sept 29 at 11 Off Rec, Albert rd, Middlesbrough.

MERRY, ABRAHAM JAMES, Nuneaton, Warwick, Innkeeper Oct 9 at 12 Off Rec, 17, Hertford st, Coventry.

MIDGLEY, WILLIAM, Windhill, Yorks, Butcher Sept 29 at 12 Off Rec, 31, Manor row, Bradford.

NEWTON, JOHN, Leeds Sept 29 at 11 Off Rec, 22, Park row, Leeds.

PERRY, WILLIAM HENRY, Hove, Sussex Sept 29 at 11 Off Rec, 4, Pavilion bldgs, Brighton.

PRICE, HENRY DEAN, Ashton under Lyne, Broker Oct 4 at 2.30 Off Rec, Byron st, Manchester.

PURCELL, MARMADUKE FRANCIS, Barton st, Westminster, Barrister Oct 2 at 11 Bankruptcy bldgs, Carey st.

RICHARDSON, RICHARD WILLIAM, Newcastle on Tyne Engineer Sept 29 at 10.30 Off Rec, 30, Mosley st, Newcastle on Tyne.

RUDIMENT, FREDERICK WILLIAM, Walthamstow, Licensed Victualler Oct 4 at 11 Bankruptcy bldgs, Carey st.

TROTT, ROBERT, Russell st, Covent garden, Licensed Victualler Sept 29 at 2.30 Bankruptcy bldgs, Carey st.

CROWHURST, HERBERT WILLIAM, Maidstone, Colliery Agent Maidstone Pet Sept 22 Ord Sept 22.

DIXON, GEORGE, LEONARD, Essex High Court Pet Aug 25 Ord Sept 22.

DIXON, JOSEPH, Greenhead, Northumberland, Joiner Carlisle Pet Sept 11 Ord Sept 21.

DRIVER, RHODES, Barnoldswick, Yorks, Coal Merchant Bradford Pet Sept 16 Ord Sept 21.

DYE, WILLIAM, Lowestoft, Smackowner Great Yarmouth Pet Feb 23 Ord Sept 23.

FISHER, JAMES, Queen Victoria st, Bookbinder High Court Pet Aug 4 Ord Sept 23.

GREEN, EDMUND, Roseash, Devon, Labourer Barnstaple Pet Sept 22 Ord Sept 22.

GREENBRO & ATTLESON, Bethnal Green rd, High Court Pet Aug 30 Ord Sept 22.

GRIGGS, ROBERT JOHN HALE, Richmond, Livery stable keeper Wandsworth Pet Sept 22 Ord Sept 22.

HITCHMAN, ALFRED ERNEST, Norwich, Timberkeeper Norwich Pet Sept 23 Ord Sept 23.

HODGES, WALTER PEARSON, Bristol, Furniture Dealer Bristol Pet Sept 18 Ord Sept 22.

KORN, FRANCIS, Stamford Hill, Commercial Clerk Edmon-ton Pet Sept 27 Ord Sept 22.

LOWNIE, ARTHUR JAMES, Basingstoke, Hants, Commercial Traveller Wandsworth Pet Aug 16 Ord Sept 21.

MCKNIGHT, ISAIAH, Willington, Durham, Green grocer Durham Pet Sept 21 Ord Sept 21.

MCQUEEN, ROBERT, Pokesdown, nr Bournemouth, Draper's Traveller Poole Pet Sept 21 Ord Sept 21.

MARTIN, JOHN IRWIN, Dover, Fruiterer Canterbury Pet Sept 23 Ord Sept 23.

MERREWEED, GEORGE EDWARD, and ALFRED JOHN WORT, Stevenage, Herts, Builders, Luton Pet Sept 23 Ord Sept 23.

MOORE, SAM, Haworth, Yorks, Grocer, Bradford Pet Sept 21 Ord Sept 21.

NICHOLSON, SAMUEL, Mansfield Woodhouse, Notts, Builder Nottingham Pet Sept 23 Ord Sept 23.

OXLEY, WILLIAM RICHARD OLIVER, Gt Grimsby Gt Grimsby Pet Sept 19 Ord Sept 19.

PALFREYMAN, ERNEST CRITCHLOW, Kidsgrove, Staffs, Coachbuilder Hanley Pet Sept 21 Ord Sept 21.

PRIESTMAN, EDWARD, Rawdon, nr Leeds, Manufacturer Leeds Pet Sept 9 Ord Sept 22.

RIDGWAY, E. U., Canton, Cardiff, Builder Cardiff Pet Aug 31 Ord Sept 20.

ROSEN, THOMAS, Burnley, Tin Plate Worker Burnley Pet Sept 21 Ord Sept 21.

SADLER, THOMAS, Vigo st, Tailor High Court Pet Sept 7 Ord Sept 21.

SHEPPARD, JOHN WATSON, Shirley, Southampton, Brewer Southampton Pet Sept 21 Ord Sept 21.

SIMPSON, GEORGE, Colwyn Bay, Denbigh, Confectioner Bangor Pet Sept 21 Ord Sept 21.

SIM, ALFRED, Welshpool, Montgomery, Licensed Victualler Newtown Pet Sept 21 Ord Sept 21.

SMITH, SIDNEY, Walsall Walsall Pet Sept 20 Ord Sept 20.

SMITH, W. P. WARREN, Coventry st, Actor High Court Pet Sept 11 Ord Sept 21.

STAFFORD, CECIL JAMES, Southsea, Grocer Portsmouth Pet Sept 14 Ord Sept 20.

TURNER, RICHARD THOMAS, St Leonards on Sea, Fishmonger Hastings Pet Sept 23 Ord Sept 23.

TURNER, THOMAS WILLIAM, Fenton, Staffs, Wholesale Tobacconist Stoke upon Trent Ord Sept 19 Ord Sept 23.

WALKER, CHARLES WILLIAM, Luton Luton Ord Sept 21 Pet Sept 21.

WELCH, SIDNEY, Luton, Fruiterer Luton Pet Sept 21 Ord Sept 21.

WILLIAMS, FREDERICK, Reading, Licensed Victualler Reading Pet Sept 23 Ord Sept 23.

WILSON, WILLIAM JAMES, Swansea, Draper Swansea Pet Sept 21 Ord Sept 21.

WOODMAN, GEORGE ALFRED, Farringdon rd, Licensed Victualler High Court Pet Sept 22 Ord Sept 23  
YOUNG, WILLIAM, Gt Grimsby Gt Grimsby Pet Sept 18 Ord Sept 18

Amended notice substituted for that published in the London Gazette of Sept. 18:

ERS, ALFRED, Hightown, Manchester, Tobacconist Manchester Pet Aug 11 Ord Sept 13

FIRST MEETINGS.

BARNETT, DAVID ARTHUR, Swinton, Lance, Painter Oct 3 at 2:30 Off Rec, Byrom st, Manchester  
BEVAN, JOHN, Bristol, Butcher Oct 4 at 12 Off Rec, Baldwin st, Bristol  
BLACK, ROBERT, Beeston, Notts, Wood Turner Oct 3 at 12 Off Rec, 4, Castle pl, Park st, Notts  
BUTLER, JANE MARY, Putney, Stationer Oct 3 at 11:30 24, Railway app, London bridge  
CLETON, JOHN, Clebury Mortimer, Salop, Collier Oct 5 at 10 4, Corn sq, Leominster  
CRAWFORD, JOHN ARTHUR, Kingston upon Hull, Cowkeeper Oct 3 at 11 Off Rec, Trinity House, Hull  
CROSSLEY, ALEXANDER, Rochdale, Cycle Dealer Oct 3 at 11:15 Town Hall, Rochdale  
CROWHURST, HERBERT WILLIAM, Maidstone, Colliery Agent Oct 4 at 11 Off Rec, 9, King st, Maidstone  
DARBYSHIRE, FREDERICK, Liverpool, Hide Broker Oct 4 at 12 Off Rec, 36, Victoria st, Liverpool  
DAVIES, EDWIN, Llanwit Major, Glam, Builder Oct 5 at 3 117, St Mary st, Cardiff  
DIETZ, GERTRUDE ELIZA, Leyton, Essex Oct 5 at 11 Bankruptcy bldgs, Carey st  
ERS, ALFRED, Manchester, Tobacconist Oct 4 at 3:15 Off Rec, Byrom st, Manchester  
EVANS, JOHN JAMES, Tythiwa Maesteg, Glam, Builder Oct 6 at 3 117, St Mary st, Cardiff  
FORD, RUFER, Harborne, Birmingham, Commercial Traveller Oct 5 at 11 174, Corporation st, Birmingham  
GARLAND, JACOB, Cardiff, Egg Dealer Oct 7 at 11 117, St Mary st, Cardiff  
GIBSON, EDWIN, Swansea, Painter Oct 8 at 12 Off Rec, 31, Alexandra rd, Swansea  
GREENBREY & ATTENBORO, Bethnal Green rd Oct 5 at 12 Bankruptcy bldgs, Carey st  
HALL, ROBERT CHADWICK, Newton Heath, nr Manchester Oct 4 at 2:45 Off Rec, Byrom st, Manchester  
HARVEY, SAMUEL, TAYLOR, and JOHN ALLEN TAYLOR HARVEY, Brockley, Kent, Builders Oct 5 at 12 24, Railway app, London Bridge  
HARWICH, WILLIAM HENRY, West Bromwich, Baker Oct 4 at 2 County Court, West Bromwich  
HATHAWAY, WILLIAM, Bradford on Avon, Cooper Oct 4 at 11:45 Off Rec, Baldwin st, Bristol  
HAWKES, FREDERIC JOHN, Handsworth, Cycle Manufacturer Oct 6 at 11 174, Corporation st, Birmingham  
HAYWARD, WILLIAM, Ipswich Oct 4 at 2:30 Off Rec, 36, Princes st, Ipswich  
HEMING, WALTER ROBERT, Gedling, Notts, Schoolmaster Oct 3 at 11 Off Rec, 4, Castle pl, Park st, Nottingham  
HODGES, WALTER PRABSON, Bristol, Furniture Dealer Oct 4 at 12:30 Off Rec, Baldwin st, Bristol  
KELTY, EDWIN, Moss Side, nr Manchester, Newsagent Oct 3 at 3 Off Rec, Byrom st, Manchester  
LEROUX, ALPHONSE, Old Compton st, Soho, Restaurant Proprietor Oct 4 at 11 Bankruptcy bldgs, Carey st  
MALPAS, JOHN, Caytham, Salop, Collier Oct 5 at 10 4, Corn sq, Leominster  
MANNIN, BANISTER, Caytham, Salop, Collier Oct 5 at 10 4, Corn sq, Leominster  
MORELAND, CHARLES GEORGE, Cardiff, Grocer Oct 4 at 3 117, St Mary st, Cardiff  
MORGAN, JOSEPH LEWIS, Newbridge, Mon, Provision Merchant Oct 5 at 12:30 Westgate Chambers, Newport, Mon  
MOULTRY, JOHN, jun, New Oscott, Warwick, Cycle Saddle Maker Oct 9 at 11 174, Corporation st, Birmingham  
OPPENHEIM, ISRAEL, Clifton, Bristol, Manufacturer's Agent Oct at 1 Off Rec, Baldwin st, Bristol  
OXLEY, WILLIAM RICHARD OLIVER, Gt Grimsby Oct 3 at 11:30 Off Rec, 18, Osborne st, Gt Grimsby  
PALMER, JOHN, Sunny Hill, Derby, Farmer Oct 4 at 11 Off Rec, 40, St Mary's gate, Derby  
PATTERSON, DAVID, Corbridge, Northumberland, Wine Merchant Oct 4 at 10:30 Off Rec, 30, Mosley st, Newcastle on Tyne  
PTE, JAMES, Ilkeston, Draper Oct 4 at 3 Off Rec, 40, St Mary's gate, Derby  
SADLER, THOMAS, Vigo st, Regent st, Tailor Oct 4 at 2:30 Bankruptcy bldgs, Carey st  
SCHWARTZ, BARTON, Commercial rd, Tailor Oct 5 at 12 Bankruptcy bldgs, Carey st  
SHEPPARD, JOHN WATSON, Shirley, Southampton, Brewer Oct 5 at 2:30 Off Rec, 172, High st, Southampton  
SLIM, ALFRED, Welshpool, Montgomery, Licensed Victualler Oct 5 at 11:30 Off Rec, 42, St John's hill, Shrewsbury  
STANISLAD, FLORENCE EMILIE, Wolverhampton, Milliner Oct 4 at 10 Off Rec, Wolverhampton  
STOREY, ALBERT, Leeds, Builder Oct 3 at 11 Off Rec, 22, Park Row, Leeds  
TAYLOR, THOMAS BENT, Plymouth Oct 4 at 11 6, Athelstane st, Plymouth  
THOMPSON, JOHN, Newport, Wheelwright Oct 5 at 12 Westgate Chambers, Newport, Mon  
TITMOUSE, HENRY, Burton on Trent, Accountant Oct 5 at 3:15 Midland Hotel, Station st, Burton on Trent  
WELCH, THOMAS, Smethwick, Stafford, Wholesale Drysailor Oct 4 at 2:30 County Court, West Bromwich  
WHILE, WILLIAM HENRY, Handsworth, Commission Agent Oct 6 at 12 174, Corporation st, Birmingham  
WHITEHEAD, THOMAS, Bostons, nr Oldham, Watchmaker Oct 10 at 12 Off Rec, Bank Chambers, Queen st, Oldham  
WOOD, CHARLES WILLIAM HENRY, and GEORGE HENRY THOMPSON, Erdington, Warwicks, Builders Oct 5 at 12 174, Corporation st, Birmingham  
WROX, WILLIAM HENRY, Lee, nr Oldham, Butcher Oct 10 at 11 Off Rec, Bank Chambers, Queen st, Oldham  
YOUNG, WILLIAM, Gt Grimsby Oct 3 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ADJUDICATIONS.

BAUN, LEOPOLD, East Stonehouse, Clothier Plymouth Pet Aug 26 Ord Sept 23  
BROOK, WILLIAM, For st, Wine Merchant High Court Pet Aug 17 Ord Sept 21  
BUTLER, JANE MARY, Putney, Stationer Wandsworth Pet Sept 19 Ord Sept 21  
CLAY, ALFRED JOHN, Stocke upon Trent, China Decorator Stocke upon Trent Pet July 26 Ord Sept 19  
CROWHURST, HERBERT WILLIAM, Maidstone, Colliery Agent Maidstone Pet Sept 23 Ord Sept 23  
DIXON, JOSEPH, Greenhead, Northumberland, Joiner Cadzide Pet Sept 11 Ord Sept 23  
DODD, WILLIAM HENRY, Liverpool, Public Accountant Liverpool Pet July 19 Ord Sept 21  
DYE, WILLIAM, Lowestoft, Smackwater Gt Yarmouth Pet Sept 23 Ord Sept 23  
FRAYN, JOHN, Merthyr Tydfil, Outfitter Merthyr Tydfil Pet Sept 13 Ord Sept 12  
GREEN, EDWARD, Rosehill Devon, Labourer Barnstaple Pet Sept 29 Ord Sept 22  
GRAHAM, CHARLES WALTER JAMES, Dulwich rd, Herne Hill, Provision Dealer High Court Pet Aug 24 Ord Sept 20  
GRIGGON, ROBERT JOHN HALE, Richmond, Livery Stable Keeper Wandsworth Pet Sept 22 Ord Sept 22  
HUTCHINSON, ALFRED ERNEST, Norwich, Timekeeper Norwich Pet Sept 25 Ord Sept 23  
HODGETTS, JAMES FREDERICK, West Brompton High Court Pet June 7 Ord Sept 20  
JACKES, WILLIAM EDGAR, New Cross rd, Corn Dealer High Court Pet Aug 29 Ord Sept 20  
KORN, FRANCIS, Stamford Hill, Commercial Clerk Edmonton Pet Sept 22 Ord Sept 22  
KUNKLER, WILLIAM, Fulham, Baker High Court Pet Sept 19 Ord Sept 21  
MCKNIGHT, ISAIAS, Willington, Durham, Greengrocer Durham Pet Sept 21 Ord Sept 21  
MCQUEEN, ROBERT, Pokesdown, nr Bournemouth, Draper's Traveller Pools Pet Sept 21 Ord Sept 21  
MOORE, SAM, Haworth, Yorks, Grocer Bradford Pet Sept 21 Ord Sept 21  
NICHOLSON, SAMUEL, Mansfield Woodhouse, Notts, Builder Nottingham Pet Sept 23 Ord Sept 23  
OXLEY, WILLIAM RICHARD OLIVER, Great Grimsby Great Grimsby Pet Sept 19 Ord Sept 19  
PALFREYMAN, ERNEST CATCHLOW, Alsager, Cheshire, Coachbuilder Hanley Pet Sept 21 Ord Sept 21  
PEARS, JOSEPH, West Bridgford, Nottingham Pet Aug 15 Ord Sept 23  
ROWEN, THOMAS, Burnley, Tinplate Worker Burnley Pet Sept 21 Ord Sept 21  
SHEPPARD, JOHN WATSON, Shirley, Southampton, Brewer Southampton Pet Sept 21 Ord Sept 21  
SIMPSON, GEORGE, Colwyn Bay, Denbigh Bangor Pet Sept 21 Ord Sept 21  
SLIM, ALFRED, Welshpool, Montgomery, Licensed Victualler Newtown Pet Sept 21 Ord Sept 21  
SMITH, SIDNEY, Walsall Walsall Pet Sept 20 Ord Sept 20  
THORNE, THOMAS BEZLY HUGHTON, Upper Brook st, High Court Pet Aug 1 Ord Sept 21  
WALTER, CHARLES WILLIAM, Luton, Dealer in Cottons Luton Pet Sept 21 Ord Sept 21  
WARWICK, WILLIAM, Baywater, Engineer High Court Pet Feb 22 Ord Sept 23  
WILSON, WILLIAM JAMES, Swansea, Draper Swansea Pet Sept 21 Ord Sept 21  
WOODMAN, GEORGE ALFRED, Farringdon rd, Licensed Victualler High Court Pet Sept 22 Ord Sept 22  
YOUNG, WILLIAM, Great Grimsby Great Grimsby Pet Sept 18 Ord Sept 18

ADJUDICATION ANNULLED.

ORTON, SIDNEY, Walsall, Traveller Walsall Adjud Oct 6, 1898 Annual Sept 21, 1899

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